



Park Village Auctions

Trusted by banks, respected by buyers

RULES OF AUCTION

(To be read in conjunction with the CONDITIONS OF SALE)

IMPORTANT

PROSPECTIVE BIDDERS ARE REQUIRED TO READ AND UNDERSTAND THESE RULES OF AUCTION TOGETHER WITH THE CONDITIONS OF SALE, AND BY BIDDING AT THE AUCTION BIDDERS ARE BOUND THEREBY. TO THE EXTENT THAT THESE RULES MAY BE INCONSISTENT WITH THE PROVISIONS OF THE CONDITIONS OF SALE, THE PROVISIONS OF THE CONDITIONS OF SALE SHALL APPLY.

**A. AUCTIONEER: Park Village Auctions & Property Sales (Pty) Ltd t/a Park Village Auctions
(Registration Number : 2014/120424/07)**

PHYSICAL ADDRESS:

TEL NO:

REPRESENTED BY:

(the "auctioneer")

B. AUCTION DATE:

C. AUCTION LOCATION:

D. AUCTION TIME:

E. WEBSITE:

- 1.** The auctioneer certifies that to the best of its knowledge and belief, these Rules of Auction comply with Section 45 of the **Consumer Protection Act 68 of 2008** ("the Act") and the **Regulations** ("the **Regulation/s**") that have been published in terms thereof in **Government Gazette No. 34180** on the 1 April 2011 and any amendment/s thereto from time to time.
- 2.** Notice is hereby given that the auction is subject to :
 - 2.1** a reserved price;
 - 2.2** a right on behalf of the Seller to bid at the auction; and
 - 2.3** a right of the auctioneer to bid at the auction on behalf of the Seller or as proxy for a registered bidder.
- 3.** Only the auctioneer or his agent/s shall be entitled to bid up to the reserve price on behalf of the Seller but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 4** The auctioneer has a non-interest bearing trust account into which all moneys will be paid for the benefit of the Seller, less any commission, buyer's premium or costs payable to the auctioneer in terms of these Rule of Auction and the Conditions of Sale ("the Conditions of Sale") that applies to this auction.

5. These Rules of Auction comply with and are subject to **Section 45 of the Act** and the following provisions are brought to the bidders' attention :

 "45 **(1)** **In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.**

 (2) **When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.**

 (3) **A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted."**

 (4) **Notice must be given in advance that a sale by auction is subject to –**

 (a) **a reserved or upset price; or**

 (b) **a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction."**

6. Subject to any reserved price and acceptance of the highest bid by the Seller, the highest bidder, when the auctioneer announces the completion of a sale by the fall of the hammer, or in any other customary manner, is the purchaser of the goods or lots on auction.

7. Each bid will constitute an offer to the Seller on the terms contained in the Conditions of Sale.

8. These Rules of Auction and the Conditions of Sale will be available to the general public for inspection :

 8.1 on the auctioneer's website (as per **E** above) and at the auctioneer's offices (physical address) at least 24 (twenty four) hours prior to the commencement of the auction; and

 8.2 at the auction location specified in **C** above.

9. Every prospective bidder must, prior to the commencement of the auction, read and understand the Rules of Auction and the Conditions of Sale. A prospective bidder may not bid unless he or she has done so. Any queries in connection with the Rules of Auction and the Conditions of Sale must be raised with the auctioneer prior to the commencement of the auction.

10. The auction will commence at the published time (as per **D** above) and will not be delayed to enable any specific person or other persons in general to take part in the auction.

11. Any person who attends the auction to bid on behalf of another or a company/close corporation must produce a letter of authority expressly authorising him or her to bid on behalf of that person/entity or company/close corporation. Where a person is bidding on behalf of a company/close corporation, the letter of authority must appear on the company/close corporation's letterhead and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company/close corporation.

12. In terms of **Regulation 20(2)(h)(iii)** all prospective bidders must register his or her identity in the bidders' record prior to the commencement of the auction and such registration must meet the requirements of Chapter 1 of the Regulations in terms of the **Financial Intelligence Centre Act, 2001**, published in terms of **Notice No. R.1595 in Gazette No. 24176 of the 20 December 2002**, in respect of the establishment and verification of identity, and that person must sign the registration entry.

13. For the purposes of **Regulation 26(2)**, and in compliance with **Regulation 30(2)**, a prospective bidder in an auction to be held via the internet or other electronic medium or platform must register by providing :

 13.1 his or her full names, identification or passport number, age, physical address, internet protocol address, and where applicable, login code or name, and password; and

 13.2 the details of the means by which payment will be effected.

14. The auctioneer may not accept bids from bidders who are not registered in accordance with these Rules of Auction and the bidders' record. **A bid taken from an unregistered person is invalid.**

15. A registered bidder must pay a refundable deposit as advertised and the amount thereof may vary from auction to auction.
16. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of the goods/lot(s) by the Seller.
17. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure. No **"auction ringing"** shall be permitted, and if the auctioneer suspects that bidders are involved in such activity, the auctioneer will be entitled to suspend or terminate the auction, or to prohibit those bidders suspected of such activity from making any further bids.
18. The bidders' record contemplated in **Regulation 26** and the vendor's roll contemplated in **Regulation 28(4)** are available for inspection at the offices of the auctioneer during normal business hours, free of charge. The bidders' record will also be available for inspection at the auction. The vendor's roll of the auction is final and binding on all bidders.
19. The sale shall be by the rise and fall of the hammer and the goods/lot(s) shall be sold to the highest bidder subject to these Rules of Auction and the Conditions of Sale.
20. Every bid shall constitute an offer to purchase the goods/lot(s) for the amount bid, which the Seller or the auctioneer may accept or reject in their sole and absolute discretion. The Seller and the auctioneer are entitled, in their sole and absolute discretion, to withdraw goods or a lot or lots from sale prior to acceptance by the Seller unless the Seller instructs the auctioneer to accept a lower bid.
21. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding including, but not limited to, the right to resell the goods/lot(s) or to declare any bidder, the purchaser. The auctioneer shall be entitled to correct any error he might make. No bidder shall have any claim for damages or loss of any nature against the auctioneer flowing from or arising out of the auctioneer's decision or as a result of the correction or any error which the auctioneer may have made.
22. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the Seller or his or her agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
23. The purchaser's bid/offer shall remain open for acceptance by the Seller or by the auctioneer on behalf of the Seller until the expiry of the confirmation period. The purchaser and the auctioneer acknowledge and agree that this provision is for the benefit of the Seller.
24. The purchaser's bid/offer shall be deemed to have been accepted only when the Seller or the auctioneer on behalf of the Seller (whichever is applicable) has signed the Conditions of Sale. The Seller reserves the right to decline the purchaser's bid/offer. The Seller shall have no obligation to accept the bid/offer and shall not be obliged to furnish any reason for rejecting a bid/offer. If the Seller rejects the purchaser's bid/offer, the Seller shall be entitled to accept any offer that may be received in respect of the goods/lot(s).
25. Should the Seller reject the purchaser's bid/offer, the auctioneer shall refund the purchaser's deposit and buyer's premium paid in terms of the Conditions of Sale.
26. In the event of the sale requiring the consent of and/or acceptance by any statutory authority or any court of law, then this auction sale is subject to the granting of such consent and/or acceptance. On the granting of such consent and/or acceptance, the sale shall be deemed to be a sale at the auction.
27. The auctioneer shall be entitled to proceed with the auction without reading the Rules of Auction unless, after invitation by the auctioneer, any person present requires the Rules of Auction to be read.
28. Bidders shall be given a reasonable time and opportunity to inspect the goods/lot(s) prior to the commencement of the auction at a date and time specified by the auctioneer and it is the bidder's responsibility to do so. No fee will be charged for such opportunity. An auctioneer may however :
 - 28.1 refuse or restrict access to such goods/lot(s) if the prospective bidder, after gaining access, in any way acts unlawfully or contravenes the Rules of Auction; and/or
 - 28.2 require a prospective bidder to adhere to or submit to any security measures reasonably applicable in the circumstances.
29. All goods/lot(s) are sold voetstoots (as is). Bidders are given fair and ample opportunity to inspect the goods/lot(s) and are deemed to have done so to his or her satisfaction. No express or implied representations, guarantees or warranties of any nature are made by the auctioneer regarding the condition, quality or any other characteristic of the goods/lot(s). In particular, but without limiting the generality of the foregoing,

no warranties are made regarding motor vehicles in respect of year, make, mileage or model thereof. Neither the auctioneer nor the Seller accepts any responsibility for repairs to or maintenance of any goods/lot(s) sold at the auction.

30. The Seller and the purchaser agree that the auctioneer will not be held liable in the event where there is a delay in obtaining and/or clearing the eNatis documents on motor vehicles. As the auctioneer is only acting as an agent for the Seller, the Seller shall remain responsible to ensure that, where applicable, all information and documentation furnished in terms of **Regulation 32** are true, correct and authentic in every respect and that the e-Natis documents are available to the purchaser.
31. No goods/lot(s) shall be removed prior to full payment therefor and not without a valid release note.
32. All goods/lot(s) are sold exclusive of VAT and in particular all motor vehicles are sold excluding documentation fees which may vary from auction to auction, and shall at all times after the sale remain the liability of the purchaser. Documentation fees are advertised excluding VAT.
33. The purchase price must be paid by way of an electronic funds transfer upon the conclusion of the auction. No cash will be accepted at the auction house or at the auction location and any payment in cash paid into the auctioneer's bank account must include a 3% cash handling fee on the purchase price.
34. The purchase price of all the goods/lot(s) purchased at the auction must be paid within 48 (forty eight) hours. Failure to do so or any other default by the bidder/purchaser may result in cancellation of the sale and the bidder/purchaser will be held liable to the auctioneer for damages (subject to the provisions of **Regulation 24(d)(e) and (f) of the Act**) including, but not limited to, 10% of the purchase price or the total cost of advertising together with the cost of holding of the auction and such additional costs as may have been reasonably incurred, whichever is the lesser. The purchaser/bidder acknowledges and irrevocably agrees that the deposit held by the auctioneer may immediately be utilised toward such damages, this without prejudice to other rights available to the auctioneer and/or the Seller in law.
35. Ownership of all goods/lot(s) on auction shall remain vested in the Seller until paid for in full.
36. No goods/lot(s) are sold subject to a bidder obtaining finance for the purchase price or any part thereof, and any such a bid will not be accepted. In order to avoid disappointment bidders must arrange finance in advance.
37. Where there is a sale of immovable property, the highest bidder (the purchaser) shall sign the Conditions of Sale immediately on the fall of the hammer.
38. The risk in and to any goods/lot(s) sold shall pass to the purchaser when the auctioneer announces the completion of the sale by the fall of the hammer, or in any other customary form, and although the auctioneer will use its best endeavours to secure the goods/lot(s) under its control until removed, the auctioneer shall not be liable in any way for any damages to or shortfall in the goods/lot(s) or in respect of any goods/lot(s) which are stolen or destroyed before the purchaser removes them.
39. The purchaser shall remove the purchased goods/lot(s) at its sole risk, cost and expense and shall be liable to pay the auctioneer storage costs if the goods/lot(s) are not removed within 48 (forty eight) hours of the sale.
40. As stipulated by the auctioneer, a buyer's premium on the purchase price plus VAT shall be charged and is payable by the purchaser. The buyer's premium is not negotiable and is payable by all buyers.
41. If any goods/lot(s) is/are sold subject to confirmation, the confirmation period shall be as provided for in the Conditions of Sale during which period the purchaser shall not be entitled to withdraw his or her offer.
42. In compliance with **Regulation 21(2)(1) of the Act**, the auctioneer hereby notifies that the total costs of advertising and conducting the auction is the sum of R () calculated as follows :
 - 42.1 Press adverts R
 - 42.2 Web advertising R
 - 42.3 Street boards R
 - 42.4 SMS and social media campaigns R
 - 42.5 Travelling expenses per kilometre at AA rates R
 - 42.6 Storage fees R per day

- 43.** The bidder/purchaser shall pay all legal and other costs, including costs on the attorney and client scale, incurred by the auctioneer/Seller in successfully enforcing these Rules of Auction and/or the Conditions of Sale.
- 44.** Bidders/purchasers agree to accept service of any notice or Court process at the address given with registration in terms of these Rules of Auction.
- 45.** All disputes relating to these Rules of Action or the Conditions of Sale shall be governed exclusively by the Laws of the Republic of South Africa.
- 46.** All parties should note that the auctioneer is only acting as an agent on behalf of the Seller in the auction.
- 47.** I hereby certify that the rules of auction to the best of my knowledge meet the requirements of **Regulation 21 of the Act.**

Auctioneer